

Faster Payments APP scams: Compliance Data Reporting Standard

Background

- 1.1** This Faster Payments APP Scams Compliance Data Reporting Standard (CDRS) contains the Faster Payments APP scams data and information that directed PSPs are required to collate and retain for the payment system operator (PSO) of Faster Payments, Pay.UK, for it to effectively monitor compliance with the FPS reimbursement rules.
- 1.2** It also sets out the data and information that PSPs must report to Pay.UK in two different reporting scenarios:
- Reporting standard A (under which the data must be reported by the sending PSP in respect of transactions they have sent)
 - Reporting standard B (all directed PSPs).
- 1.3** For the avoidance of doubt, when reporting standard A applies, that is the data that sending directed PSPs must collate, retain, and report to Pay.UK in order to comply with paragraph 8.4.a.1 of Specific Direction 20. When reporting standard A applies, receiving PSPs do not need to collate or retain any data in order to comply with that paragraph. When reporting standard B applies, all data within the CDRS must be collated and retained by all directed PSPs. A full list of the data points is set out in the accompanying document.
- 1.4** The CDRS should be read alongside:
- Specific Direction 20 which requires PSPs to collate, retain and provide data to Pay.UK so that it can monitor compliance with the FPS reimbursement rules. It also requires PSPs to comply with the collation, retention and provision requirements set out in this document; i.e., compliance with the CDRS is required for compliance with Specific Direction 20
 - Specific Direction 19 on Pay.UK which obliges Pay.UK to create and maintain a Faster Payments APP scams compliance monitoring regime and sets out what the Faster Payments PSO can do with the information and data gathered
 - Specific Requirement 1 on Pay.UK which contains elements of the FPS reimbursement requirement and relevant Pay.UK documentation, including the FPS reimbursement rules and FPS rules.

Record-keeping

- 1.5** As part of monitoring PSPs' compliance with the Faster Payments APP scams legal directions and requirements, PSPs may be required to provide information on FPS APP scam claims received.
- 1.6** We require that all directed PSPs (both sending and receiving PSPs) keep accurate records of the following:
- all customer communications and responses relating to an FPS APP scam claim, via any channel, and any subsequent communications
 - all communications between the PSP and any other party in respect of an FPS APP scam claim
 - all communications between the PSP and Pay.UK in relation to the PSP's Faster Payments APP scam reimbursement processes and/or any potential compliance issues
 - decision-making records about individual FPS APP scam claims including the final decision and accompanying rationale for making that decision
 - actions taken to remediate customers in relation to an FPS APP scam claim
 - any reports by first, second or third-line functions relating to systems and controls related to FPS APP scam claims (such as by the PSP's risk, compliance or audit departments).

Validity

- 1.7** This document is effective from 7 October 2024 until the date of a subsequent version.

Amendments

- 1.8** The PSR may update this document from time to time. The PSR may consult on proposed changes to this document. Any changes will come into effect no sooner than 90 days after they have been confirmed in writing.

Code	Metrics	Code	Data points	Specific requirement (SR1)	Theme	Collated, retained and reported by the sending PSP under Standard A	Collated, retained and provided by all directed PSPs under Standard B
Of the total Faster Payments APP scam claims in the reporting period that are deemed ‘in-scope’ for assessment:							
1.1	Total volumes and values of FPS APP scam claims reported by consumers	1.1.1	Total volume of FPS APP scam claims that are deemed ‘in scope’ for assessment	General information required	APP Scam Claims Reported	✓	✓
		1.1.2	Total value of FPS APP scam claims that are deemed ‘in scope’ for assessment			✓	✓
2.1	Total volumes and values of FPS APP scam claims that are reimbursable	2.1.1	Total volume of FPS APP scam claims that are reimbursable	General information required	Claim Assessment	✓	✓
		2.1.2	Total value of FPS APP scam claims that are reimbursable			✓	✓
2.2	Total volumes and values of FPS APP scam claims that are not reimbursable	2.2.1	Total volume of FPS APP scam claims that are not reimbursable			✓	✓
		2.2.2	Total value of FPS APP scam claims that are not reimbursable			✓	✓
2.3	Total volumes and values of FPS APP scam claims that are not reimbursable, with reason codes for rejection: (i) Payments made before 7 October 2024 (ii) Payments made for unlawful purposes (iii) Payments which take place across other payment systems (Non-FPS payments) (iv) International payments (v) Civil disputes (vi) Claimant does not meet the definition of a consumer (vii) Payments do not meet the definition of an APP scam (viii) Consumer standard of caution (ix) Time limit for FPS APP scam claims (13 months) (x) First-party fraud	2.3.1	Total volume of FPS APP scam claims that are not reimbursable, with reason codes				✓
		2.3.2	Total value of FPS APP scam claims that are not reimbursable, with reason codes				✓

Code	Metrics	Code	Data points	Specific requirement (SR1)	Theme	Collated, retained and reported by the sending PSP under Standard A	Collated, retained and provided by all directed PSPs under Standard B
3.1	Total volumes and values of FPS APP scam claims closed within five business days	3.1.1	Total volume of FPS APP scam claims closed (from consumer reporting of the FPS APP scam claim to consumer reimbursement or claim rejection) within the five business days	5.1 Time limit for reimbursement – reimburse within 5 business days of FPS APP scam claim unless stop the clock used (and if stop the clock used, the case must be closed by the end of the 35th business day following the reporting of the FPS APP scam claim by the victim (or their agent) to the sending PSP	Timescales/ Stop the Clock	✓	✓
		3.1.2	Total value of FPS APP scam claims closed (from consumer reporting of the FPS APP scam claim to consumer reimbursement or claim rejection) within the five business days			✓	✓
3.2	Total volumes and values of FPS APP scam claims closed within 35 business days	3.2.1	Total volume of FPS APP scam claims closed (from consumer reporting of the FPS APP scam claim to consumer reimbursement) within 35 business days	5.7 The sending PSP can stop the clock as many times as necessary. However, it must close the FPS APP scam claim before the end of the 35th business day		✓	✓
		3.2.2	Total value of FPS APP scam claims closed (from consumer reporting of the FPS APP scam claim to consumer reimbursement) within 35 business days		✓	✓	
3.3	Stop the clock usage per FPS APP scam claim with reason codes: (i) to gather information from the victim(s) (or their agent) or the receiving PSP to assess whether the claim is a reimbursable FPS APP scam claim (ii) to verify that a claims management company is submitting a legitimate claim – for example, validating that the victim has authorised the company to submit a claim (iii) to gather additional information from a victim to assess their vulnerability (iv) in cases where the sending PSP has evidence of fraud on the part of the person who made the FPS APP scam claim, to gather additional information from the receiving PSP, law enforcement or other relevant parties (v) for multi-step scams, to gather additional information from the other PSPs involved	3.3.1	For FPS APP scam claims, by reason code, the total number of times stop the clock is used	5.4 PSPs can only stop the clock for the following reasons: a. to gather information from the victim(s) (or their agent) or the receiving PSP to assess whether the claim is a reimbursable FPS APP scam claim b. to verify that a claims management company is submitting a legitimate claim – for example, validating that the victim has authorised the company to submit a claim c. to gather additional information from a victim to assess their vulnerability d. in cases where the sending PSP has evidence of fraud on the part of the person who made the FPS APP scam claim, to gather additional information from the receiving PSP, law enforcement or other relevant parties e. for multi-step scams, to gather additional information from the other PSPs involved			✓
		3.3.2	Total volume of FPS APP scam claims where stop the clock is used at least once				✓

Code	Metrics	Code	Data points	Specific requirement (SR1)	Theme	Collated, retained and reported by the sending PSP under Standard A	Collated, retained and provided by all directed PSPs under Standard B
4.1	Total volume and value of FPS APP scam claims where the sending PSP informed the receiving PSP of the claim within the notification period	4.1.1	Total volume of FPS APP scam claims where the sending PSP informed the receiving PSP of the claim within the notification period as defined in the FPS reimbursement rules	5.11 When an FPS APP scam claim is reported to the sending PSP, it must tell the receiving PSP within the notification period, in order to maximise the opportunity for repatriating stolen funds	Inter-PSP Communication	✓	✓
		4.1.2	Total value of FPS APP scam claims where the sending PSP informed the receiving PSP of the claim within the notification period as defined in the FPS reimbursement rules			✓	✓
4.2	Total volume and value of FPS APP scam claims where the receiving PSP responded to information requests from the sending PSP in a timely and accurate manner, as defined by Pay.UK	4.2.1	Total volume of FPS APP scam claims where the receiving PSP responded to information requests from the sending PSP in a timely manner	5.6 A receiving PSP that receives a request from a sending PSP to provide information in relation to a reported FPS APP scam claim must respond in a timely and accurate manner.			✓
		4.2.2	Total value of FPS APP scam claims where the receiving PSP responded to information requests from the sending PSP in a timely manner				✓
5.1	Total volume and values of FPS APP scam claims where consumer standard of caution exception is applied	5.1.1	Total volume of FPS APP scam claims rejected as the consumer standard of caution exception was applied	4.2 PSPs are not required to reimburse any FPS APP scam payments where the consumer standard of caution exception applies	Exceptions	✓	✓
		5.1.2	Total value of FPS APP scam claims rejected as the consumer standard of caution exception was applied			✓	✓
5.2	Total volumes and values of FPS APP scam claims where the consumer standard of caution exception is applied, with reason codes: (i) The requirement to have regard to interventions (ii) The prompt reporting requirement (iii) The information sharing requirement (iv) The police reporting requirement	5.2.1	Total volume of FPS APP scam claims where the consumer standard of caution exception is applied, with reason codes				✓
		5.2.2	Total value of FPS APP scam claims where the consumer standard of caution exception is applied, with reason codes				✓
5.3	Total volumes and values of FPS APP scam claims where the value of the claim is above the maximum level of reimbursement (£85,000)	5.3.1	Total volume of FPS APP scam claims where the value of the claim is above the maximum level of reimbursement	4.4 PSPs are not required to reimburse APP scam victims above the maximum level of reimbursement. The maximum level of reimbursement applies to each FPS APP scam claim.			✓
		5.3.2	Total value of FPS APP scam claims where the value of the claim is above the maximum level of reimbursement				✓

Code	Metrics	Code	Data points	Specific requirement (SR1)	Theme	Collated, retained and reported by the sending PSP under Standard A	Collated, retained and provided by all directed PSPs under Standard B
6.1	Total volume and value of FPS APP scam claims from consumers assessed as vulnerable	6.1.1	Total volume of FPS APP scam claims where the consumer was identified as vulnerable	4.2 PSPs may not apply the consumer standard of caution if the victim was a vulnerable consumer when they made a reimbursable FPS APP scam payment and this had a material impact on their ability to protect themselves from the APP scam.	Vulnerability	✓	✓
		6.1.2	Total value of FPS APP scam claims where the consumer was assessed as vulnerable			✓	✓
7.1	The total volume of FPS APP scam claims reimbursed and value of reimbursement to consumers	7.1.1	Total volume of FPS APP scam claims that are reimbursed to the consumer	General information required	Rate of Reimbursement	✓	✓
		7.1.2	For FPS APP scam claims, the total value reimbursed to the consumer			✓	✓
8.1	Total volumes and values of FPS APP scam claims where the sending PSP received the reimbursable contribution amount within the timeframe specified in the FPS reimbursement rules (5 business days)	8.1.1	Total volume of FPS APP scam claims where the sending PSP received the reimbursable contribution amount within the timeframe specified	5.14 The receiving PSP must pay the sending PSP the specified amount within a reasonable period of time. This period is to be defined by the FPS Scheme operator	Apportionment – Reimbursable Contribution	✓	✓
		8.1.2	Total value of FPS APP scam claims where the sending PSP received the reimbursable contribution amount within the timeframe specified			✓	✓
8.2	Average time taken for the reimbursable contribution amount to be paid by the receiving PSP to the sending PSP	8.2.1	For FPS APP scam claims, total time taken by the receiving PSP to pay the reimbursable contribution amount to the sending PSP				✓
		8.2.2	Total volume of FPS APP scam claims where the sending PSP informed the receiving PSP of the reimbursable contribution amount				✓
8.3	Total volume and value of FPS APP scam claims where the PSP has repatriated funds	8.3.1	Total volume of FPS APP scam claims where receiving PSP has repatriated funds in the reporting period	5.17 Where a receiving PSP is able to repatriate funds in an FPS APP scam claim and the sending PSP has already reimbursed the victim, the repatriated funds should be apportioned as follows: a. 50% each to the sending and receiving PSPs, subject to the following maximum amounts: 1. To the sending PSP, the required reimbursement amount, minus the specified amount. 2. To the receiving PSP, the specified amount, not including any amount deducted under paragraph 5.13. b. Any remainder to the victim.	Apportionment – Repatriated Funds		✓
		8.3.2	Total value of FPS APP scam claims where receiving PSP has repatriated funds in the reporting period				✓
8.4	Total value of repatriated funds for FPS APP scam claims	8.4.1	Total value of repatriated funds for FPS APP scam claims				✓
8.5	Proportion of FPS APP scam claims where the repatriated value has been apportioned between the sending and receiving PSP in line with the policy	8.5.1	Total volume of FPS APP scam claims where repatriated funds have been apportioned between the sending and receiving PSP, in the reporting period				✓
		8.5.2	Total volume of FPS APP scam claims where receiving PSP has repatriated funds in the reporting period				✓